

**** This document is not an approved invitation to quote, it is a Draft and it is subject to change without notice. ****

GOLF BALL RETRIEVAL SERVICES

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DUE DATE:
TIME:

All general terms and conditions of Miami-Dade County procurement contracts for Invitations To Quote (ITQ) are posted online. Persons and companies that receive an award from Miami-Dade County through Miami-Dade County's competitive and informal quotation procurement process must anticipate the inclusion of these requirements in the resultant contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this Invitation to Quote and resultant contract may be viewed online at the Miami-Dade County Procurement Management Services website by clicking on the link below:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r13-8.pdf>

Bidders shall submit a sealed quote to:

Miami-Dade County
Internal Services Department
Procurement Management Service
Vendor Assistance Section
Stephen P. Clark Center
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1989

1. Sealed quotes must have the following information clearly marked on the face of the envelope:
 1. Bidder's name and return address
 2. Quote number
 3. Quote opening date and time
2. Quotes received after the time and date specified, and after any other quotes have been opened may not be accepted.

SECTION 1: SPECIAL CONDITIONS

1.1 PURPOSE

The purpose of this Invitation to Quote is to establish a revenue generating contract for the retrieval of errant golf balls from water hazards located in Miami Dade County owned golf courses.

1.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, Procurement Management Section, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for three (3) years and upon completion of the expressed and/or implied warranty periods, and shall expire on the last day of the three year period.

1.3 OPTION TO RENEW

Prior to, or upon completion, of the initial contract term, the County shall have the option to renew this contract for one additional three (3) year period. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Should the bidder decline the County's right to exercise the option period, the County may consider the bidder in default which decision may affect that bidder's eligibility for future contracts.

1.4 **METHOD OF AWARD**

Award of this contract will be made to the responsive, responsible bidder whose offer represents the highest revenue in the aggregate for all golf courses.

1.5 **MINIMUM REQUIREMENTS**

In addition, bidders shall meet the following minimum requirements in order to be considered for award:

- a. Bidders shall be regularly engaged in the services being offered under this Invitation to Quote. Bidders shall submit two current references. The references listed must be customers to whom the bidder has provided the retrieval services described in the ITQ. The references must include the customer's company name, the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the services listed throughout the invitation to quote. The County may determine through the references that the bidder has sufficient expertise and experience.
- b. Certification as an open water diver issued by one of the following agencies: IANTD - International Association of Nitrox and Technical Divers, NASE - National Academy of Scuba Educators, NAUI - National Association of Underwater Instructors, PADI - Professional Association of Underwater Instructors, PSAI - Professional Scuba Association International, SSI - Scuba Schools International and UTD - Unified Team Diving.

1.6 **SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED**

As part of its quotation, the Bidder is required to identify any and all Subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the Subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County. If the bidder fails to identify any and all sub-contractors in the invitation to quote, the bidder may be allowed to submit this documentation to the County during the quote evaluation period if such action is in the best interest of the County.

1.7 **PRICES**

The revenue paid to the Miami-Dade County Parks, Recreation and Open Spaces Department (PROS) shall remain fixed and firm during the term of the contract. The bidder may offer increases to the revenue paid to the County at any time during the contractual term.

1.8 **GOLF COURSE LOCATIONS**

The bidder shall provide golf ball retrieval services from lakes and bodies of water on the following golf courses. The County reserves the right to add or delete locations from the following list at its discretion. The successful bidder shall pay the County for each additional location.

- Briar Bay Golf Course located at 9373 SW134 Street. Miami, FL 33176
- Country Club of Miami East Course located at 6801 Miami Gardens Drive. Miami, FL 33015
- Country Club of Miami West Course located at 6801 Miami Gardens Drive. Miami, FL 33015
- Crandon Golf Course located at 6700 Crandon Boulevard. Key Biscayne, FL 33149
- Palmetto Golf Course located at 9300 SW 152 Street. Miami, FL 33157

1.8.1 **SPECIFIC REQUIREMENTS FOR THE BRIAR BAY GOLF COURSE**

The awarded bidder shall provide to the Briar Bay Golf Course with 50 dozen Grade "A" golf balls per year at no cost to the County.

Definition

Under this contract the term **Grade "A"** golf balls is defined as golf balls that have some minor imperfection that keeps them from being mint. The golf balls may have small player marks, minor scuffs, or slight blemishes.

1.9 FACILITIES

1.9.1 ADDED

Although this invitation to quote and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that additional facilities may be added to this contract. Bidder(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract bidder that offers the highest revenue. The additional site(s) shall be added to this contract by formal modification to the award sheet.

1.9.2 DELETION

The Parks, Recreation and Open Spaces Department may delete service for any facility (ies) when such service is no longer required during the contract term.

1.10 METHOD OF PAYMENT TO THE COUNTY

Initial payment of the guaranteed fee to the Parks, Recreation and Open Spaces Department shall be paid to the County within the first fifteen days of the month the contract is awarded. Monthly full payments to PROS shall be expected after initial payment is fulfilled.

Payment shall be mailed in the form of a check to the Parks, Recreation and Opens Spaces Department. In accordance with Administrative Order No. 4-86, all checks shall be drawn only on United States banks in United States currency with the drawer's name and address imprinted on the check. All checks are to be made payable to: Miami-Dade County, Parks, Recreation and Opens Spaces Department. Each check shall be mailed to 6801 Miami Gardens Drive Miami, FL 33015 to the attention of the contract / project manager. Any non-payments or Insufficient Funds (ISF) / bounced checks may result in a non-performance. In addition, the vendor may be charged service fees and/or liquidated damages per ISF check in accordance with Administrative Order 4-86 and Florida Statutes, Sections 68.065 and 125.0105.

SECTION 2: SCOPE OF SERVICES

2.1 SCOPE

The successful bidder shall provide golf ball retrieval services at the locations referenced in Section 1, Paragraph 1.8.

2.2 RETRIEVAL SERVICES

Schedule will be provided by user department. All retrievals shall be made in accordance with good commercial practice and all required time frames shall be adhered to by the bidder. The bidder shall notify the County of the delays in advance of the original retrieval date so that a revised schedule can be appropriately considered by the County.

Should the bidder(s) to whom the contract is awarded fail to provide the service as scheduled with the department, the County reserves the right to cancel the contract on a default basis after any revised schedule has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to solicit the services elsewhere and to charge the incumbent bidder with any re-procurement costs.

2.3 SCHEDULE

The bidder shall coordinate scheduling with the County in advance and no night activity will be permitted in the Golf courses. The bidder shall retrieve golf balls during allotted time frame without damaging course property and being considerate of golfers and shall coordinate activities with the County during normal operations without interfering with the operation of the golf courses.

The awarded bidder shall contact Mr. Roberto Montesino, Public Facility Manager for the Parks, Recreation and Open Spaces Department at 786-564-1942 in order to coordinate the schedule for the retrieval services.

2.4 EQUIPMENT

The awarded bidder shall be responsible for all labor, supervision, materials, equipment, and tools necessary to perform the service listed throughout this invitation to quote. Such materials and equipment shall be of a suitable type and grade for the purpose of its intended use.

SECTION 3: PRICES

<u>Reference:</u>	<u>Bidders Information</u>	<u>Check As Completed:</u>
<p>1.5.A</p>	<p>Bidder must provide at least two (2) references. Reference(s) must be listed in the bidder's submittal. The reference(s) listed must be recent or current customers for whom you have provided the services described in this invitation to quote during the past year.</p> <p>Bidder must provide the following information for the references provided:</p> <ul style="list-style-type: none"> i. Company name, contact person, title, and telephone number of the person who can verify that the bidder has successfully provided the service under this bid. ii. Date of contract commencement and full term of the contract. <div style="margin-top: 20px;"> <p>Reference No. 1</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>COMPANY NAME _____</p> <p>CONTACT PERSON _____</p> <p>TITLE OF PERSON _____</p> <p>TELEPHONE NUMBER _____</p> <p>ADDRESS OF THE FACILITY _____</p> <p>DATE OF CONTRACT COMMENCEMENT AND TERM OF CONTRACT _____</p> </div> <div style="width: 50%;"></div> </div> <p>Reference No. 2</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>COMPANY NAME _____</p> <p>CONTACT PERSON _____</p> <p>TITLE OF PERSON _____</p> <p>TELEPHONE NUMBER _____</p> <p>ADDRESS OF THE FACILITY _____</p> <p>DATE OF CONTRACT COMMENCEMENT AND TERM OF CONTRACT _____</p> </div> <div style="width: 50%;"></div> </div> </div>	<div style="text-align: center; margin-top: 100px;"><input type="checkbox"/></div> <div style="text-align: center; margin-top: 100px;"><input type="checkbox"/></div>
<p>1.5.B</p>	<p>Open Water Diver Name: _____</p> <p>Open Water Diver License #: _____</p> <p><input type="checkbox"/> Attached a copy of open water diver license.</p>	<div style="text-align: center; margin-top: 100px;"><input type="checkbox"/></div>

COMPETITIVE ITEM

Item	Description	Quantity	Unit of Measure	Unit Cost
1	Monthly payment to the County for the retrieval of Golf Balls from water hazards located in 5 County owned Golf Courses in the aggregate.	36 months	Monthly	\$ per month

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

Addenda Received: ☐ Yes ☐ No If yes, please indicate the number of addenda received: _____

Local Preference Certification: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this Invitation to Quote and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not limited to, the retention and expansion of employment opportunities and support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference.

Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Local Preference.

It is hereby certified and affirmed that the bidder shall accept any awards made as a result of this quotation. Bidder further agrees that prices quoted shall remain fixed until the completion of the event. If awarded a purchases order or contract as a result of this Invitation to Quote, bidder further agrees that prices quoted shall remain fixed and firm for the term of the contract. **Failure to complete and sign this form may render your bid/quotation non-responsive and ineligible for award.**

Authorized Signature: _____

Title: _____

Print/Type Name: _____

Phone: _____

E-mail: _____

Fax: _____

Firm Name: _____

F.E.I. ID No.: ____/____-____/____/____/____/____/____

Address: _____

City: _____

State: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS INVITATION TO QUOTE WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER



APPENDIX

AFFIDAVITS

DRAFT



Miami-Dade County
Internal Services Department
Procurement Management Division
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) f the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

_____	_____	_____
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Name of Firm	Date	

Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

_____	_____	_____
Signature of Notary Public	Serial Number	

Print or Stamp of Notary Public	Expiration Date	Notary Public Seal

FAIR SUBCONTRACTING PRACTICES

(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature _____

Date _____

